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NOTES OF CASES.

CHANCERY PRACTICE—DECREES—FRACTIONS OF DAY.—A decree rendered after the death of one of the defendants, although on the same day, is held, in *Ex parte Massie* (Ala.), 56 L. R. A. 671, not to be valid, the rule by which fractions of a day are not regarded not applying in such case.

POLICE POWER—HORSESHOERS.—Requiring a horseshoer to practice the business of horseshoeing for four years, and submit to an examination by a board of examiners, and pay a license fee for the privilege of exercising his calling, is held, in *Besette v. People* (Ill.), 56 L. R. A. 558, not to be within the police power of the State.

INSURANCE POLICY—GIFT—DELIVERY.—A finding of gift of an insurance policy, including delivery sufficient to make it effective, is held, in *Lord v. New York Life Ins. Co.* (Tex.), 56 L. R. A. 596, to be supported by declarations of the insured that the policy is the donee's, although it is found among his papers, at his banker's, after his death.

LEASE—ASSIGNMENT—LIABILITY OF LESSEE.—An assignee of a lease, who, as part of the consideration of the assignment, assumes all the obligations and liabilities arising under the lease, is held, in *Springer v. De Wolf* (Ill.), 56 L. R. A. 465, not to be able to absolve himself from liability to the lessor for rent by assigning his interest to a third person.

CORPORATIONS—TRANSFER OF STOCK BY EXECUTOR—NOTICE.—A corporation which permits an executor to transfer on the books of the corporation stock of his testator to a legatee is held, in *Wooten v. Wilmington W. R. Co.* (N. C.), 56 L. R. A. 615, to be charged with knowledge of the contents of the will, and bound to see that any trust provisions of the will are carried out.

CHANCERY PRACTICE—GAMBLING PARTNERSHIPS.—The affairs of a partnership organized to carry on the business of bookmaking are held, in *Central Trust & Safe Deposit Co. v. Respass* (Ky.), 56 L. R. A. 479, not to be capable of settlement by the courts, even to the extent of dividing profits realized from complete transactions. See to same effect *Watson v. Fletcher*, 7 Gratt. 1.

FIXTURES—MACHINERY—CHATTEL MORTGAGES.—Machinery purchased for use in a permanent building under a contract that it shall remain the property of the seller, or on which, after it is placed in the building, a chattel mortgage is given by the purchaser to the seller, is held, in *Ander-son v. Creamery Package Mfg. Co.* (Idaho), 56 L. R. A. 554, not to be sub-

ject to the lien of a real-estate mortgage of date prior to the purchase of the machinery; and it is held that the mortgagee has a right of action to foreclose his chattel mortgage.

CRIMINAL PROCEDURE—DELAY OF PROSECUTION.—Statutory provisions permitting one accused of felony, who has been released from custody because not brought to trial within sixty days as required by the statute, to be rearrested for the same offence, are held, in *Re Begerow* (Cal.), 56 L. R. A. 528, not to violate constitutional provisions guaranteeing accused persons the right to a speedy and public trial.

With these cases is a note reviewing the authorities on delay of prosecution as ground for the discharge of the accused.

ALIMONY—NATURE OF—ASSIGNMENT.—A wife's claim for an allowance of permanent alimony, on a divorce *a vinculo*, is a purely personal right, and not a property right. Alimony to be allowed and paid *in futuro* is intended for the personal benefit and support of the wife, and in its nature is not susceptible of assignment by the wife to another, nor capable of being enjoyed by her in anticipation. *Lynde v. Lynde* (N. J.), 52 Atl. 694. The opinion gives a *résumé* of the recent English cases, and asserts that they fully sustain the ruling.

CORPORATIONS—SALARIES—DEALINGS BY DIRECTORS WITH THEMSELVES.—Where directors of a corporation attempt to deal with themselves, their acts are the subject of judicial inquiry and supervision. Directors cannot fix the value of their own services to the corporation. Whenever they attempt to do so, and their action is challenged by a stockholder or other interested person, the burden is upon them to show what they have done to merit payment; and the quantity of compensation to which they are entitled is to be graded, not by the sum voted, but by what they earn. *Davis v. Davis* (Court of Chancery of N. J.), 52 Atl. 717. Citing *Gardner v. Butler*, 30 N. J. Eq. 702-725; *Fougeray v. Cord*, 50 N. J. Eq. 185, 24 Atl. 499.

CRIMINAL LAW—DYING DECLARATIONS.—Dying declarations of a woman whom defendant is charged with killing by means of an abortion are held, in *Worthington v. State* (Md.), 56 L. R. A. 353, to be admissible in evidence where they were accompanied by constant affirmation of expectancy of death, and begging the doctor to save her, as she was dying, although he held out hope of recovery.

But an instrument prepared by an injured person in full possession of his mental faculties and in the confident hope of recovery, to be signed as a dying declaration in the event of subsequent conviction of fatal termination of the injury, is held, in *Harper v. State* (Miss.), 56 L. R. A. 372, not to be admissible in evidence as a dying declaration, although executed under conviction of death.

An extensive note to these cases reviews all the other authorities on dying declarations as evidence.